



MAYOR AND COUNCIL AGENDA

NO. 14

DEPT.: Community Planning & Development Services
STAFF CONTACT: Scott E. Parker, AICP

DATE PREPARED: 3/17/05
FOR MEETING OF: 4/04/05

SUBJECT: Adoption of Resolution approving Preliminary Development Plan application PDP2004-00009, with conditions: To allow for a 26-acre mixed-use development of office, residential and retail uses at the Twinbrook Metro station.

Washington Area Metropolitan Transit Authority (WMATA) and Twinbrook Commons, L.L.C. applicants.

RECOMMENDATION: Adopt the Resolution.

DISCUSSION: The applicant has filed an application for a Preliminary Development Plan for a mixed-use development at the Twinbrook Metro station. The 26-acre site is owned by WMATA, who has entered into an agreement with the JBG Companies to develop the area. Of the development area, approximately 16.95-acres will be annexed into the City of Rockville.

A summary of the current Twinbrook Commons development plan is as follows:

Office:	325,000 square feet
Multi-family residential:	1,595 units (amended from original request of 1,700)
Retail:	220,000 square feet

In addition to the PDP, the Mayor and Council have also been reviewing an Annexation petition (ANX2004-00136), a Map Amendment (MAP2004-00090), and a Text Amendment (TXT2004-00213). In order to facilitate review of the Use Permits within the legally mandated 45-day waiting period before the annexation agreement becomes official, Mayor and Council action on the annexation agreement and the accompanying adoption of resolution to enlarge the corporate boundaries (the application that triggers the 45-day period) will be heard at the Mayor and Council meeting of May 2, 2005. The anticipated meeting schedule is commensurate with the schedule that Twinbrook has been providing since April 2004, except for the difference in physical meeting dates related to delays. A full schedule of the meetings required to facilitate the final annexation of the Twinbrook property is attached (attachment 2).

Even though four applications related to Twinbrook have been scheduled for the same meetings to this point, the process of approving the PDP and the text amendment in advance of the execution of the Annexation agreement is not problematic, and staff finds this approach acceptable. It is anticipated that the annexation will be finalized at the Mayor and Council meeting of May 2, 2005. Although the applicant has stated a need to review the details of the Use Permits before annexation, there are conditions placed within the Resolution regarding the lack of validity of the PDP if annexation does not occur. That same condition will be included as part of any Use Permit approval. It should also be noted that adoption of the annexation agreement in May will be after a decision by

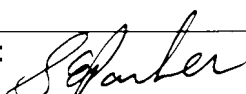
the WMATA board related to owner occupied housing.

RELEVANT ISSUES: During the Discussion and Instructions to staff (D & I) meeting on this item (March 2, 2005), additional comments were raised by the Mayor and Council regarding the proposed conditions of the PDP. Art Chambers, Director of CPDS, summarized these items and they have been incorporated into the Resolution of Approval. Please note the following items of significance related to the conditions:

- The residential density has been lowered to 1,595 units.
- The streets are now being dedicated as public streets, with various easements associated with them. Therefore, the City will have control of the streets from "back of curb to back of curb," per Mayor and Council request. Previous plans had the streets shown as private.
- Heights along the townhouses have been reduced from a maximum height of six stories to four, and the eight-story building has been reduced to six, accomplishing the goal of minimizing shadows on the adjacent townhouses. All heights for all of the buildings on a block-by-block basis have been incorporated within the PDP Resolution.
- The Mayor and Council requested that any building over 135 feet tall, up to a maximum height of 170 feet, have a setback of 25-feet on the street facing sides over 100 feet in height. The applicant has proposed a setback of 25-feet after 135 feet in height, and will provide an illustrative drawing of their proposal to mitigating the perceived height through a series of four-story pedestrian level façade treatments.
- WMATA has refused 24-hour access to the station, but has maintained that they will continue studying the issue as the development progresses to see if a station reconfiguration, such as moving the fare vending machines and roll down gates to allow 24-hour access will be practical, feasible, and secure.

In addition to the above, attached is a draft of the Trip Reduction Agreement that is part of the application (attachment 3).

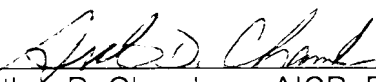
PREPARED BY:


Scott Parker, AICP, Acting Chief of Planning

3/28/05

Date


APPROVE:


Arthur D. Chambers, AICP, Director

3/28/05

Date

APPROVE:


Scott Ullery, City Manager

3/31/05

Date

LIST OF ATTACHMENTS:

1. Resolution of Approval
2. Meeting Schedule
3. Trip Reduction Agreement

ATTACHMENT 1

Resolution No. ____

RESOLUTION:

To approve, with conditions,
Preliminary Development
Plan Application No.
PDP2004-00009, Twinbrook
Commons LLC, Applicant

WHEREAS, Twinbrook Commons, LLC, an affiliate of the JBG Companies, 4445 Willard Avenue, Chevy Chase, Maryland (the "Applicant"), and Washington Metro Area Transit Authority ("WMATA") 600 Fifth Street, N.W., Washington, D.C., filed Preliminary Development Plan Application PDP2004-00009 (the "Preliminary Development Plan Application" or "Application"), requesting approval of a Preliminary Development Plan for the 26.49 acre (net lot) site surrounding the Twinbrook Metro Station (hereinafter "Twinbrook Commons" or the "Property") for the redevelopment of the Property in accordance with the Twinbrook Metro Performance District Optional Method of Development set forth in Section 25-710.28 of the Zoning and Planning Ordinance; and

WHEREAS, the Preliminary Development Plan Application requested approval of 1,700 residential units, 325,000 square feet of office use and 220,000 square feet of retail use; 2,409 private parking spaces; 1,151 parking spaces for WMATA commuters; and heights ranging from 55 feet to 170 feet for the residential buildings and up to 170 feet for the office building; and

WHEREAS, the approval of the Preliminary Development Plan is one requisite component of the Twinbrook Commons redevelopment, which other components include the adoption and approval by the Mayor and Council of the Annexation Petition ANX2004-00136 (annexing approximately 16 acres of the Property located within Montgomery County, Maryland into the City of Rockville); an ordinance amending the

Zoning Map to include the annexed property and placing it into the RPC Zone; Zoning Text Amendment TXT2004-00213 (establishing the Twinbrook Metro Performance District Optional Method of Development); and Sectional Map Amendment MAP2004-00090 (rezoning the portion of the Property currently zoned I-2 to RPC and reaffirming the existing RPC zoning for the remaining portion of the Property zoned RPC)(hereinafter collectively referred as the "Twinbrook Commons Related Approvals"); and

WHEREAS, approval of the Preliminary Development Plan is subject to and conditioned upon the Mayor and Council's approval of all of the Twinbrook Commons Related Approvals; and

WHEREAS, the Mayor and Council held a worksession to review the proposed application on March 29, 2004; and

WHEREAS, pursuant to Section 25-710.30 of the Zoning and Planning Ordinance, the Planning Commission and the Mayor and Council held a joint worksession on October 11, 2004, to review the proposed application; and

WHEREAS, pursuant to Section 25-710.30 of the Zoning and Planning Ordinance, the Planning Commission, at its meeting of December 15, 2004, reviewed the Preliminary Development Plan Application and recommended approval of the application subject to certain conditions as set forth in a memorandum dated December 16, 2004; and

WHEREAS, pursuant to Section 25-710.30 of the Zoning and Planning Ordinance, the Mayor and Council gave notice that a public hearing on said Preliminary Development Plan Application would be held by the Mayor and Council of Rockville in the Council Chambers at Rockville City Hall on January 10, 2005, at 7:00 p.m. or as soon

thereafter as it may be heard, at which parties in interest and citizens would have an opportunity to be heard; and

WHEREAS, on January 10, 2005, the said Preliminary Development Plan Application came on for hearing at the time and place indicated in said notice; and

WHEREAS, this matter having been fully considered by the Mayor and Council, the Mayor and Council having found and decided that the development of Twinbrook Commons under the Twinbrook Metro Performance District Optional Method of Development would promote the health, safety and general welfare of the citizens of Rockville, and the Mayor and Council having made the further findings set forth herein based upon Preliminary Development Plan Application PDP2004-00009, the Staff Report dated December 7, 2004, the Planning Commission Recommendation dated December 16, 2004, the public hearing of January 10, 2005, as well as the remaining matters contained in the record; and

WHEREAS, the Mayor and Council having found and determined, pursuant to Section 25.710.30, and Article XV referenced therein, of the Zoning and Planning Ordinance, that the proposed development and Application, as amended, subject to the conditions, limitations, additions, and modifications set forth herein:

1. Is in substantial accordance with the Plan, and with the intent and purpose of Article XIV of the Zoning and Planning Ordinance, and is compatible with adjacent existing and permitted uses and developments.

2. Provides for traffic impact mitigation, open space, pedestrian circulation, and environmental amenities. Traffic mitigation is fulfilled through a combination of off-site improvements in accordance with the City's Comprehensive Transportation Review;

on-site improvements including significant upgrades to Metro facilities, payment of the Montgomery County Development Impact Tax, and development and implementation of a Trip Reduction Agreement and Trip Reduction Plan. The Application provides green space and open space in excess of the 10 percent required by the RPC Zone. Pedestrian circulation is enhanced on-site by a well-established pedestrian system and by additional off-site pedestrian improvements. The proposed development incorporates many environmentally sensitive measures and is designed to ensure that a significant portion of the preservation and planting requirements required will occur on site. The proposed development will comply with the City's stormwater management and sediment control regulations.

3. Provides for site dimensions, grade and orientation compatible with the location and height of existing and proposed development in the Rockville Pike Corridor Plan Area. The existing site conditions and the surrounding development was considered in the location of the buildings and their proposed heights. The greater heights are located on the west side of the Property, in proximity to other adjacent commercial uses and closer to Rockville Pike. Heights on the east side are sensitive to the adjacent townhouse community and the nearby single-family neighborhood.

4. Will not constitute a violation of any provision of the Zoning and Planning Ordinance or other applicable law.

5. Will not violate or adversely affect the Plan. The Application is in substantial accordance with the 1989 Rockville Pike Corridor and the 2002 City of Rockville Comprehensive Master Plan (collectively referred to as the "Plan"). In accordance with the recommendations for the Twinbrook Metro Performance District,

Twinbrook Commons provides a mix of office, residential and retail uses immediately adjacent to the Metro Station. In accordance with the City of Rockville Comprehensive Master Plan, the eastern portion of Twinbrook Commons is proposed as a mixed use, residential and retail area, pursuant to the RPC Zone.

6. Will not overburden existing public services including but not limited to water, sanitary sewer, public roads, schools, storm drainage, schools, and other public improvements. Existing water, sewer, and storm drain capacity exists to serve the development. The public roads surrounding the Property are adequate to accommodate the development. A significant portion of the trips generated from the proposed development are expected to utilize public transportation given the Property's location. The Application includes identified improvements to the surrounding road network. Montgomery County Fire and Rescue has indicated that the proposed development will be adequately served for fire protection by existing facilities in the area. Montgomery County Public Schools ("MCPS") has determined that there is adequate school capacity to accommodate the proposed development. This determination is reaffirmed by the MCPS Sample of Student Generation from Multi-Family Housing evaluation demonstrating the low number of students generated from multi-family housing. The Application provides for the payment of the Schools Facilities Impact Tax, as required by Montgomery County.

7. Will not affect adversely the health or safety of persons residing or working in the subdivision or neighborhood.

8. Will not be detrimental to the public welfare or injurious to property or improvements in the neighborhood.

9. Will not be unsuitable for the type of development, the use contemplated and available public utilities and services. The project provides a well-balanced, mixed use, residential, retail and office community at a Metro Station, with all of the project area being located within 1,200 feet of the Metro Station. The public utilities and services are suitable to serve the proposed development.

10. Will not unreasonably disturb existing topography, in order to minimize storm drain runoff and to conserve the vegetation cover and soil. The proposed development will also preserve existing landscape buffers and providing more effective stormwater management techniques, thereby minimizing stormwater runoff.¹

WHEREAS, the Mayor and Council having further found and determined that the proposed development and Application, as amended, subject to the conditions, limitations, additions, and modifications set forth herein is consistent with the intent and purpose of Twinbrook Metro Performance District Optional Method of Development set forth in the Zoning and Planning Ordinance² and satisfies the development standards of the Twinbrook Metro Performance District Optional Method of Development as more specifically set forth below:

1. *A minimum area of ten (10) acres is required.* The overall size of the Property is 26.49 acres.

¹ The above findings are those findings required by Sections 25-710.30(b) of the Zoning and Planning Ordinance. Section 25-710.30(b)(3), requires the Mayor and Council in conjunction with its consideration of the Preliminary Development Plan to make the preliminary plan findings required by Section 25-727(e) of Article XV, "Subdivision Regulations."

² The Twinbrook Metro Performance District Optional Method of Development will be codified as Section 25-710.28 of the Zoning and Planning Ordinance upon the Mayor and Council approval of an ordinance granting Text Amendment Application No. TXT2004-00213, as amended.

2. *All land within the development area must be located within 1,200 feet of a main pedestrian portal of a WMATA Metro Station.* The entire Property is located within 1,200 feet of the main pedestrian portal of the Twinbrook Metro Station.

3. *The applicant must submit a traffic study in conformance with the City's Comprehensive Transportation Review methodology and provide mitigation of traffic impacts acceptable to the Mayor and Council.* A traffic study utilizing the Comprehensive Transportation Review methodology was submitted and reviewed in conjunction with the review of the Preliminary Development Plan. The Application provides for mitigation of traffic impacts acceptable to the Mayor and Council.

4. *All buildings abutting off-site residential land developed with single-family detached dwelling units shall provide a minimum side and rear set back of one (1) foot for every three (3) feet of height.* The proposed development complies with this setback requirement.

5. *The development must contain a mix of uses, including residential and commercial components. Not less than ten percent (10%) of the ground floor space within the development plan area that has street frontage must be devoted to retail sales and/or personal services. At least 70 percent of the street frontages of all of the parking facilities on the Property shall be concealed by a separate occupiable building.* The proposed development contains a mix of residential, retail, and office uses. Ground Floor retail is provided in more than ten percent of the Property's ground floor space that has street frontage. A minimum of 70 percent of the street frontages of the parking facilities are concealed by a separate occupiable building.

6. *The development shall provide a system of public easements or rights-of-way for public pedestrian ways linking elements of the development with neighboring properties and the WMATA Metro Station. The Application provides for a series of publically accessible pedestrian ways. All streets within Twinbrook Commons will have sidewalks that provide linkage to areas outside the development area, thus providing pedestrian access to the Metro Station. The Applicant will also construct missing sidewalk links outside the development area on Bouic Avenue and Brooke Drive.*

7. *The maximum height for a commercial building is one hundred ten (110) feet, except that building heights up to a maximum of one hundred seventy (170) feet may be permitted for a commercial building located at least 300 feet from a single family detached residential property. The maximum height for a residential building is one hundred forty-five (145) feet, except that a maximum of one hundred seventy (170) feet may be permitted for a residential building located at least 300 feet from a single family detached residential property. The Application meets these standards. The proposed residential and office tower on the west side of Twinbrook Commons will be located more than 300 feet from a single-family home and are permitted a height up to 170 feet. The proposed residential buildings on the east side of Twinbrook Commons located within 300 feet of a single-family home will have maximum heights of 145 feet or less.*

8. *All developments that provide right-of-way or easements for public streets or pedestrian ways may include the area of such right-of-way or easements in the net development area for the purpose of calculating FAR and residential density. These areas are included in the commercial FAR and residential density calculations for the Twinbrook Commons development.*

9. *The commercial FAR as calculated based on the gross tract area shall not exceed 1.0 FAR and the residential density shall not exceed 66 dwelling units per acre.*

The Application satisfies this requirement by providing for a commercial density of .48 FAR and a residential density of 61 dwelling units per acre.

10. *Developments must comply with the applicable parking requirements set forth in Section 25-710.27(9)(a) and (b), Section 25-710.28(13), and Section 25-395.*

The Applicant will provide private parking in accordance with these requirements in connection with use permit approvals.

11. *All required parking must be located within the area covered by the preliminary development plan.* The Application provides for all parking to be provided within the Property.

12. *All developments shall be subject to the parking design standards set forth in Article IX, Division 2, except that the parking space design standards for parking spaces within a WMATA controlled garage intended for Metro Station commuter parking shall be governed by the design standards approved and adopted by WMATA.* The Applicant is required to satisfy this requirement in connection with the use permit process.

13. *Developments shall be so planned as to minimize the impacts of shadows on existing surrounding off-site single-family residential dwelling units.* The Applicant has submitted a shadow study that demonstrates that adjacent single-family homes are only minimally impacted by shadows cast from the proposed development. Shadows will be cast only during the shortest days of the year. Only one building will cast a shadow on single-family residential properties and this shadow only affects yards, not homes. The

proposed taller buildings located to the west of the WMATA station will not cast any shadows that impact the surrounding off-site single family homes.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF ROCKVILLE, MARYLAND, that Preliminary Development Plan Application PDP2004-00009, as amended, be and the same is hereby approved, in accordance with the terms, conditions and limitations set forth herein.

I. APPROVED PRELIMINARY DEVELOPMENT PLAN

For purposes of this Resolution, the Approved Preliminary Development Plan (also referred to as the "PDP") shall mean this Resolution and all Exhibits to this Resolution listed below and attached hereto, including notations, references, descriptions, and writings on the Exhibits.

- Land Use Plan (Exhibit 1)
- Open Space Plan (Exhibit 2A and Exhibit 2B)
- Retail Plan (Exhibit 3)
- Traffic Mitigation Table (Exhibit 4)
- Roadway cross-sections (Exhibit 5)
- Stormwater Management Concept approval letter dated December 9, 2004 (Exhibit 6)

II. DEVELOPMENT DENSITY AND LAND USE

A. Land Use Plan.

Exhibits A, dated June 2004, revised March 30, 2005 shall constitute the Land Use Plan for the PDP.

B. Allowable development densities

1. The densities must not exceed 1,595 residential units, 220,000 square feet of retail; and 325,000 square feet of office.

2. Maximum non-residential density must not exceed 1.0 FAR and maximum residential density must not exceed 66 dwelling units per acre.

3. Minor reallocations (up to 20 percent) of residential units or non-residential square footage between blocks shall be permitted during the Use Permit stage, provided that the overall square footage for each use does not exceed the maximum densities permitted herein.

C. Residential uses

1. All residential buildings must provide elevator access, except for the townhouse styled building located in the southeast corner of Street A and Ardennes Avenue, which shall contain no more than 8 units.

2. A minimum of 15 percent of the residential units must be devoted to MPDUs. The number of MPDUs for each unit type must reflect the same ratio of market rate units devoted to each unit type. The number of MPDUs devoted to rental or for-sale units must reflect the same ratio of rental and for-sale units of the market rate units. The MPDUs shall be distributed throughout the proposed development so as to avoid a concentration of MPDUs in any single building.

D. Retail uses.

Applicant must use its best efforts to provide ground floor retail as shown on the Retail Plan attached hereto as Exhibit 3. However, notwithstanding the limitations set forth above in II. B. 3. above:

a. Ground floor retail uses may be replaced with up to 75 live-work units, which units shall be credited against the allowable commercial square footage. Live-work units must provide direct access at the ground floor to space open to the public.

b. Ground floor retail within buildings fronting the Village Green may be converted to residential use or related ancillary uses, subject to Planning Commission approval.

c. Retail spaces over 30,000 square feet in size must be limited to allow either (i) one movie theater of up to 70,000 square feet and one retail space in excess of 30,000 square feet; or (ii) no more than three retail spaces each greater than 30,000 square feet.

III. BUILDING HEIGHTS

A. The allowable building heights are as follows:

<u>Block A</u>	<u>Height</u>	<u>Stories above grade</u>
A1	170'	16 stories
A2	95'	8 stories
A3		6-9 level garage
A4		6-9 level WMATA garage

<u>Block B</u>	<u>Height</u>	<u>Stories above grade</u>
B1	30'	1 story
B2	170'	13 stories
B3		6-9 level garage

<u>Block C</u>	<u>Height</u>	<u>Stories above grade</u>
C1	43-63'	4-6 stories
C2	130'	12 stories
C3		5-7 level garage

<u>Block D</u>	<u>Height</u>	<u>Stories above grade</u>
D1	30'	1 story
D2	130'	12 stories
D3	43-63'	4-6 stories

D4	5-7 level garage
D5	6-8 level WMATA garage

<u>Block E</u>	<u>Height</u>	<u>Stories above grade</u>
E1	70'	6 stories
E2	130'	12 stories
E3	55'	4 stories
E4	55-75'	4-6 stories
E5		6-8 level garage

<u>Block F</u>	<u>Height</u>	<u>Stories above grade</u>
F1	80'	6 stories
F2	55'	4 stories
F3		7-9 level garage

<u>Block G</u>	<u>Height</u>	<u>Stories above grade</u>
G1:	130'	12 stories
G2/G3	60-80'	4-6 stories
G4	60-80'	4-6 stories
G5		5-7 level garage

B. The foregoing heights are deemed to be appropriate and compatible with the adjacent uses. Lower heights may be proposed by the Applicant and approved as part of the use permit process.

IV. SETBACKS

A. For all buildings in excess of 135 feet in height, the frontages of such buildings facing a public street must be setback 25 feet at a height of 135 feet.

B. Setbacks from off-site, single-family detached residential units must be one foot for every three feet of height.

V. SUSTAINABLE DEVELOPMENT

Applicant will commit to an overall project that achieves a minimum of 21 LEED points per USGBC standards. Building certification or commissioning is not required.

VI. OPEN SPACE

A minimum of 20 percent of the proposed development shall be devoted to public use open space, including a Village Green and a linear park located between the proposed development and the adjacent Cambridge Walk townhouse development, as generally shown on the Open Space Plan attached hereto as Exhibits 2A and 2B.

VII. PARKING

A. Parking for the uses in each block must be provided in the subject block or in an immediately adjacent block.

B. A minimum of 70 percent of the street frontages of all parking facilities must be concealed by separate occupiable buildings. Parking structure facades that are not concealed by a separate building must be of an aesthetically-pleasing design so as to minimize the utilitarian look of the parking garage. The design of the exposed facades must be reviewed by the Planning Commission in connection with the respective use permit.

C. The owner of each private parking structure (excluding the WMATA parking structures) is required to post a "full" sign when appropriate at the entrance of each private parking structure to reflect that no additional parking spaces are available.

VIII. TRAFFIC/PEDESTRIAN CIRCULATION AND TRAFFIC MITIGATION

A. Safe and adequate access for all modes of transportation must be provided throughout all phases of development. Twinbrook Commons LLC must work

diligently with WMATA in an effort to provide 24 hour access through the Metro Station to connect the east and west side of Twinbrook Commons.

B. Pedestrian access.

1. The Applicant is required to construct the following missing sidewalk links per Department of Public Works requirements as a requirement of the Comprehensive Transportation Review methodology ("CTR"). The funding of these facilities must be separate from the County Development Impact Tax and the City Transportation Demand Management fees:

a. Bouic Avenue from Chapman Avenue to Rockville Pike

b. South side of Brooke Drive between Lewis Avenue and Rockland Avenue

2. Sidewalk widths along Fishers Lane must be a minimum of 20 feet in width and sidewalk widths along Chapman Avenue south of Halpine Road must be a minimum of 19 feet in width. All other sidewalks must be a minimum of 15 feet in width. Outdoor cafés, providing tables and chairs for eating and/or drinking, shall only be permitted on sidewalks with a minimum 19-foot width, unless otherwise approved by the Planning Commission.

3. Every sidewalk must maintain a minimum eight-foot unobstructed pedestrian way, except for those sidewalks along Street A, which shall have a minimum five-foot unobstructed pedestrian way.

C. Traffic mitigation.

1. The Applicant must pay the required Montgomery County Development Impact Tax .

2. The Applicant and the City must enter into a Trip Reduction Agreement for the development and implementation of a Trip Reduction Plan prior to the effective date of the Annexation Agreement. All fees and costs associated with the Trip Reduction Agreement must be the sole responsibility of the Applicant, and may not be credited in whole or in part against the Montgomery County Development Impact Tax.

3. The Applicant must pay to the City a Transportation Demand Management fee as provided for in the Trip Reduction Agreement.

4. The Applicant is required to construct the off-site roadway and multi-modal improvements (hereinafter "Off-site Transportation Improvements") identified on the Mitigation Table attached hereto as Exhibit 4 and/or such other off-site as may be identified by the Department of Public Works, in accord with the following:

a. Except as otherwise provided herein, Applicant is not obligated to expend for the construction of such off-site improvements more than an amount equivalent to the Montgomery County Development Impact Tax applicable to the Twinbrook Commons development (hereinafter referred to as "Off-site Transportation Improvement Funds"). Notwithstanding the foregoing, however, Applicant is responsible for the construction of improvements 1-17 on the attached Mitigation Table (Exhibit 4) in accordance with subsection "b." below, regardless of the final cost of such improvements.

b. Prior to the issuance of the first use permit for the development, Applicant must submit for review and approval by the Department of Public Works a phasing plan for the construction of improvements 1-17 on the attached Mitigation Table. Construction of improvements 1-17 shall be allocated among, and tied to, the first three use permits approved for the development. Completion of all of the improvements associated with a particular use permit will be required once the use permit has been implemented. Completion of all such improvements shall occur prior to the earlier of the following events: (1) the issuance of the occupancy permit for the final structure subject to the use permit or (2) a date certain as specified in the phasing plan.

c. Any Off-site Transportation Improvement Funds remaining after the construction of improvements 1-17 must be utilized for the construction of the remaining Off-site Transportation Improvements on the attached Mitigation Table, or such other transportation improvement projects identified by the Department of Public Works, according to the construction priorities and phasing schedule approved by the Department of Public Works.

d. Applicant must provide the Department of Public Works with cost estimates of the Off-site Transportation Improvements prior to construction of each improvement and with invoices within sixty (60) days of the completion of each improvement.

5. The Applicant must construct a transit resource center (the "Center") containing approximately 2,000 square feet that must be located in a highly visible location on the east side of Twinbrook Commons, within 150 feet of the portal to the Metro Station. The Center shall be for use by Twinbrook Commons, the City, and

other appropriate entities as approved by the City, to implement transportation demand management programs and provide transit services and information.

a. The Center must have both public and staff areas. City staff will work with the Applicant on the design and location of the facility. Applicant will be responsible for the tenant build-out up to a cost of \$35 per square foot in 2005 dollars, adjusted to reflect the increase in the U.S.- All Cities Consumer Price Index between 2005 and the date of construction. The Center shall be leased to the City for 99 years for \$1.00/year.

b. The construction and tenant build-out of the Center shall be a separate obligation from the County Development Impact Tax, the City Transportation Demand Management fee, and the Off-site Transportation Improvement Funds. Applicant must provide the Department of Public Works with cost estimates of the design and construction of the Center prior to construction and with invoices within sixty (60) days of the completion of the Center.

c. Applicant shall not be responsible for the funding of the operations of the Center, although nothing herein shall preclude the Applicant's annual City Transportation Demand Management fee from being used to help fund such operational costs.

d. A temporary transit resource center shall be provided in connection with the first three use permits for the development, and shall remain operational until the permanent transit resource center is constructed. The timing, location, and design of the temporary center shall be approved by the Department of Public Works prior to the issuance of the first use permit.

6. The transportation obligations identified in this Section VIII C. shall constitute all transportation obligations under the Comprehensive Transportation Review (“CTR”) methodology required of the Applicant in connection with the proposed development, subject to section XIII below.

IX. STREETS

A. Construction

1. The street cross-sections for the proposed development shall be generally in accord with the street cross-sections set forth in attached Exhibit 5, provided that minor deviations may be approved by the Planning Commission as part of the use permit process. This approval of the roadway cross-sections shall constitute a waiver of any inconsistent requirement of Chapter 21 “Streets and Public Improvements” of the Rockville City Code pursuant to section 21-20 of the Code.

2. Applicant must mill and overlay Ardennes Avenue from Twinbrook Parkway to the northern limits of the site.

B. Street dedication

Applicant must dedicate all streets from back of curb to back of curb to the City. Applicant shall retain an interest in the air rights above Street A to accommodate the residential building over that portion of Street A indicated on the attached Land Use Plan (Exhibit 1). In connection with the dedication of streets, City will grant Applicant easement rights to certain portions of the dedicated streets to accommodate stormwater management and to enable Applicant to perform maintenance responsibilities relating to stormwater management and paving upgrades that exceed the City’s paving standards.

X. Phasing

Applicant must submit a detailed construction phasing plan for review and approval by City staff prior to the approval of the first use permit. The phasing plan for each phase must include:

- Vehicular and pedestrian accessibility and circulation for each phase
- SWM and forestry supporting the level of development at each phase.
- Sufficient parking capacity to support each phase of development.
- Interim site layout

XI. MAINTENANCE RESPONSIBILITIES

A. Sidewalks, open areas, stormwater management facilities in the streets and certain street maintenance responsibilities will be subject to a Declaration of Reciprocal Easements and Covenants ("Declaration") or similar document. Said Declaration will also provide the City and the public with unobstructed public access across the public open space and sidewalks. The Applicant and the City will enter into the Declaration prior to the issuance of the first occupancy permit. Applicant shall minimize the placement of stormwater management facilities in the street rights-of-way.

B. Applicant will establish and fund a Twinbrook Commons Management Group ("TCMG") or other comparable entity responsible for the maintenance and operations of the sidewalks, Village Green, stormwater management facilities within the street right-of-way, other open spaces, and those improvements to the dedicated streets that are above and beyond the City's standard improvements. The

TCMG's responsibilities shall include, but are not necessarily limited to: snow removal and cleaning of sidewalks; all components associated with landscaping, including but not limited to planting, irrigation and maintenance; sidewalk repair and maintenance; repair and maintenance of special surface treatment within the dedicated streets; coordination with City of community activities and events within the development; and promotion of Twinbrook Community. All non-residential and residential property owners, including condominium owners, will be required to participate in the TCMG.

C. Applicant must grant to the City such easements across the Property as may be necessary to allow for the installation and maintenance of various City-owned improvements, including, but not limited to street lights, street signage, storm drains, parking meters, and traffic signals.

XII. ENVIRONMENTAL CONSIDERATION

A. Plans and computations for sediment control, storm water management and road/pedestrian access (privately maintained) and Rockville water and sewer must be reviewed and approved by Rockville Department of Public Works.

B. Water and sewer mains in the WSSD located within the dedicated right-of-way shall be owned and maintained by WSSC.

C. Applicant must address the issue of sewage transmission capacity constraints at the time of use permit review. No building permits will be issued until the WSSC certifies that adequate transmission capacity is available.

D. Applicant shall comply with all conditions detailed in the storm water management concept approval letter dated December 9, 2004 attached hereto as Exhibit 6, as may be amended by the Department of Public Works from time to time

E. If determined necessary by the City's water distribution network study, Applicant will contribute 29% towards the design and implementation of Lewis Avenue water improvements, as delineated in the 1994 Pitometer Report for the City, said improvements consisting of upgrading the 8" water main to 12" in Lewis Avenue from Halpine Road to Edmonston Drive. Details of the contribution shall be finalized during the Use Permit process.

F. All utilities and related appurtenances to be located underground or within buildings.

G. A Forest Conservation Plan (FCP) is required to be submitted for this site for approval by the City Forester demonstrating that a minimum of 85 percent of the tree preservation and planting requirements of the FCP shall be met on site.

H. Applicant shall provide public art in accordance with the provisions of Chapter 4 of the Rockville City Code.

I. Applicant shall certify that noise levels will be at or below 45dBa (Ldn) for apartment interiors for:

a. The final design and approved acoustical treatment prior to issuance of building permit.

b. The constructed units to ensure that they meet the standards and have been constructed consistent with the certified design prior to issuance of Occupancy Permits.

The reports must be prepared by an approved acoustical consultant and approved by the Chief of Planning in coordination with the City's Environmental Specialist and Inspection Services Division, as appropriate.

XIII. ADEQUATE PUBLIC FACILITY DETERMINATION VALIDITY PERIOD

The determinations of adequate public facilities made herein remains valid for a period of twelve (12) years from the effective date of this Resolution. The Mayor and Council may extend the validity period of the adequate public facilities determination prior to its expiration for good cause, taking into consideration the extent to which the project is completed and the degree of development activity that has occurred within the four years preceding the extension request.

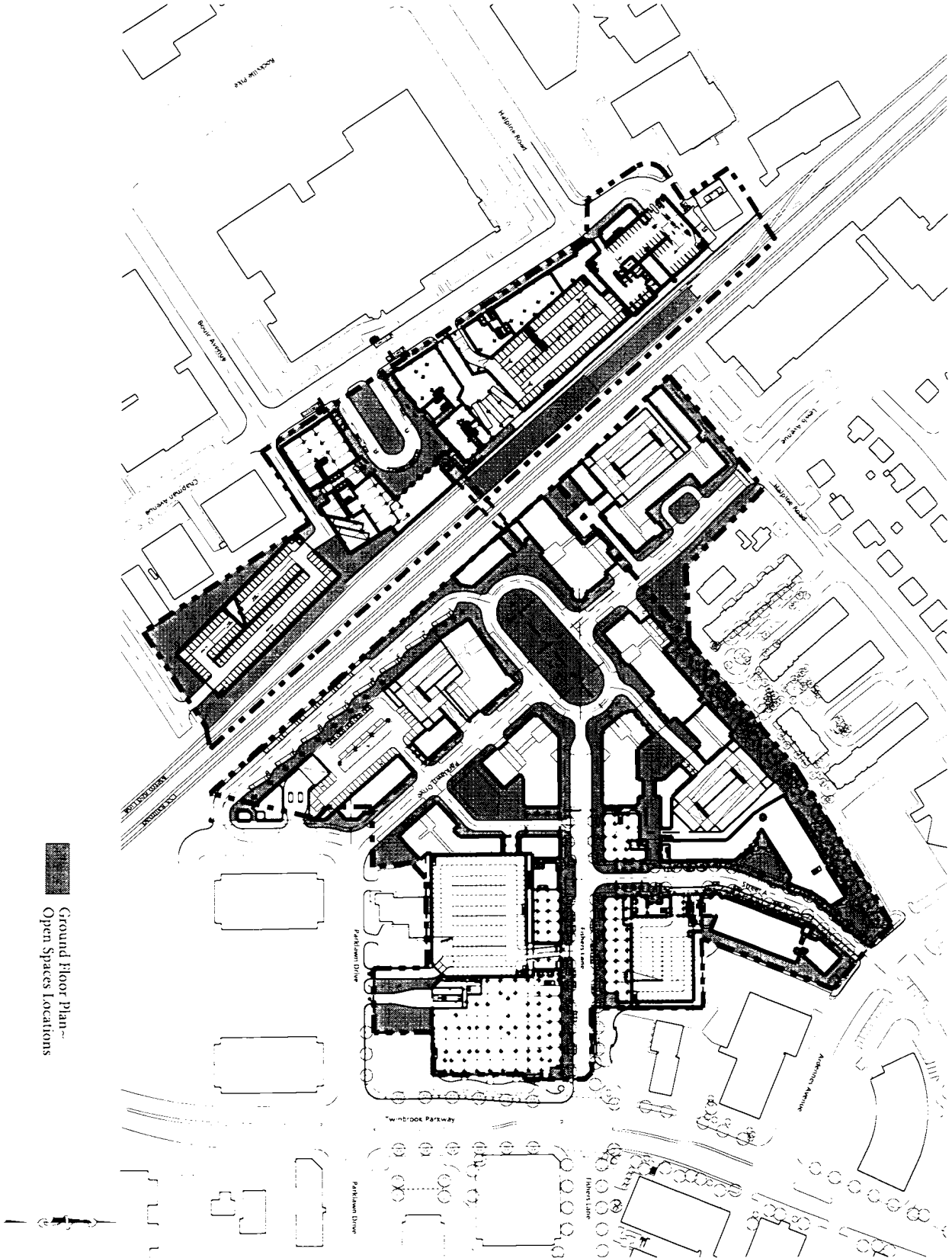
XIV. EFFECTIVE DATE

This Resolution and the Approved Preliminary Development Plan shall only be effective upon the latter of the following dates: (a) the effective date of the Annexation of the Property pursuant to Annexation Petition ANX2004-00136, and (b) the effective date of the ordinance adopting Zoning Text Amendment TXT2004-00213, establishing the Twinbrook Metro Performance District Optional Method of Development.

* * * * *

I hereby certify that the foregoing is a true and correct copy
of a resolution adopted by the Mayor and Council at its
meeting of

Claire F. Funkhouser, CMC, City Clerk



Ground Floor Plan--
Open Spaces Locations

Twinbrook Commons

Architect

Tortigallas and Partners, Inc.

Owner

The DCI Company

Project Manager

Michael J. Tortigallas

Project Engineer

Michael J. Tortigallas

Structural Engineer

Michael J. Tortigallas

MEP Engineer

Michael J. Tortigallas

Cost Engineer

Michael J. Tortigallas

Site Engineer

Michael J. Tortigallas

Landscaping

Michael J. Tortigallas

Construction

Michael J. Tortigallas

Interior Design

Michael J. Tortigallas

Exterior Design

Michael J. Tortigallas

Signage

Michael J. Tortigallas

Security

Michael J. Tortigallas

Accessibility

Michael J. Tortigallas

Energy

Michael J. Tortigallas

Fire

Michael J. Tortigallas

Life Safety

Michael J. Tortigallas

Transportation

Michael J. Tortigallas

Utilities

Michael J. Tortigallas

Water

Michael J. Tortigallas

Waste

Michael J. Tortigallas

Telecommunications

Michael J. Tortigallas

Acoustics

Michael J. Tortigallas

Lighting

Michael J. Tortigallas

Other

Michael J. Tortigallas

Revisions

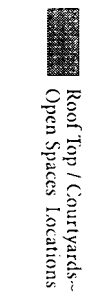
Michael J. Tortigallas

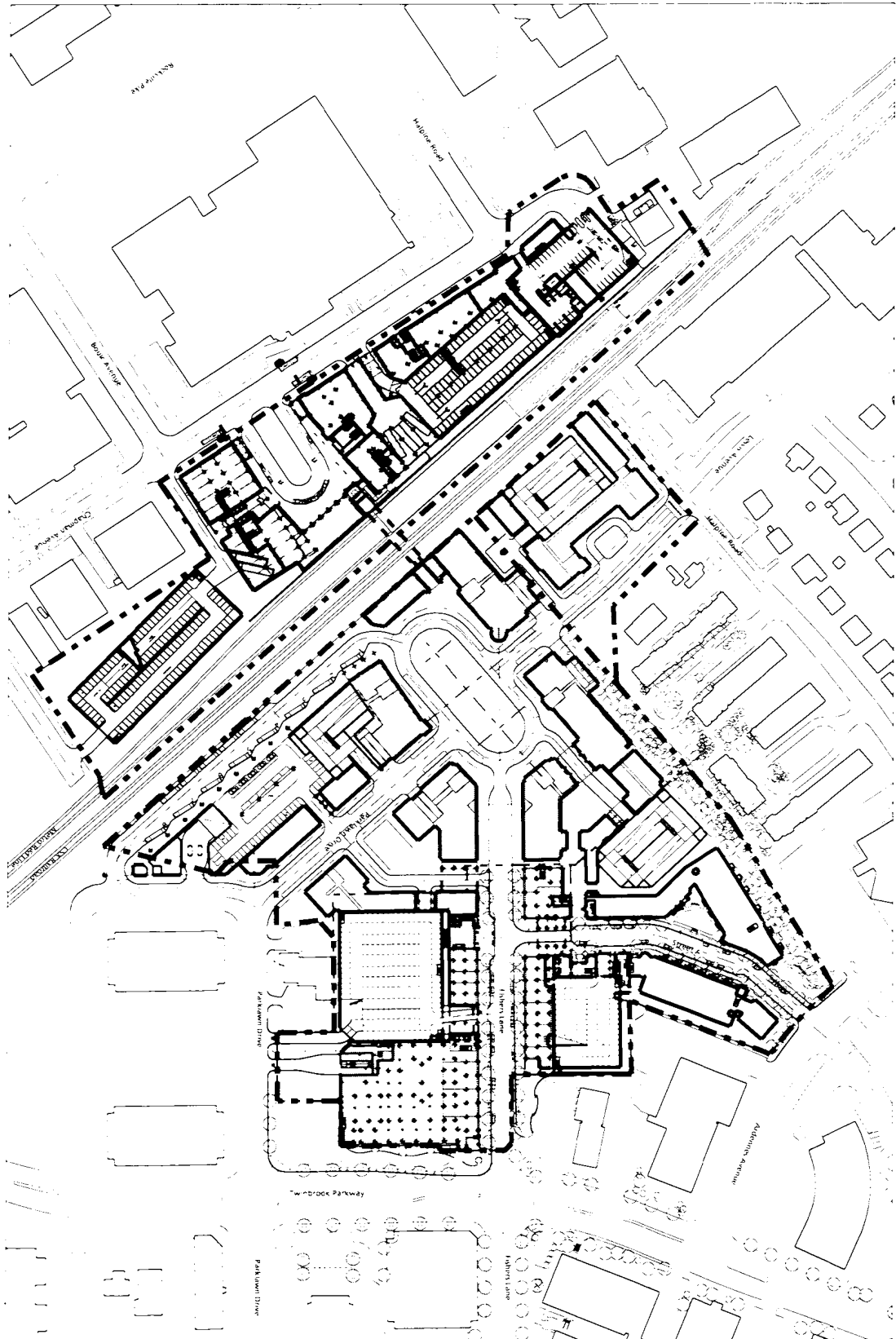
Ground Fl. Plan--

Open Space

Exhibit

A004

[illegible]



Retail Locations

EXHIBIT 4

NOTES:

1. Recommended phase I improvements shaded grey
2. Seven of the 12 impacted intersections mitigated with this package
3. Of the remaining five impacted intersections, two are being considered for State projects and three were deemed either infeasible or undesirable by staff
4. Bold numbers indicate capacity improvement > 15%
5. Any improvements that can not be constructed due to ROW constraints, jurisdictional coordination or other reasons, will be replaced with an appropriate project per DPW and in coordination with the Applicant.

*Note: 22' on either side of existing centerline

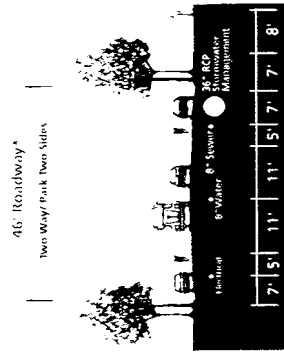
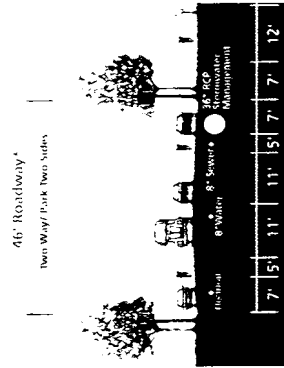
*Note: 22' on either side of existing centerline

176' 188' Building to Building



1. Village Green

2. Chapman Avenue Type A
(Adapted from Lake Street Standard M, for Pleasanton)



3. Chapman Avenue North of Halpine Road

78' Building to Building

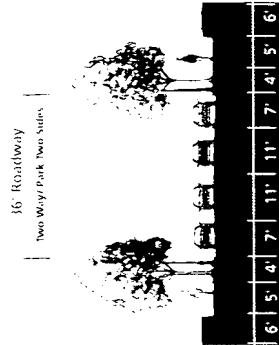
66' Building to Building

68' Building to Building

29



4. Fishers Lane

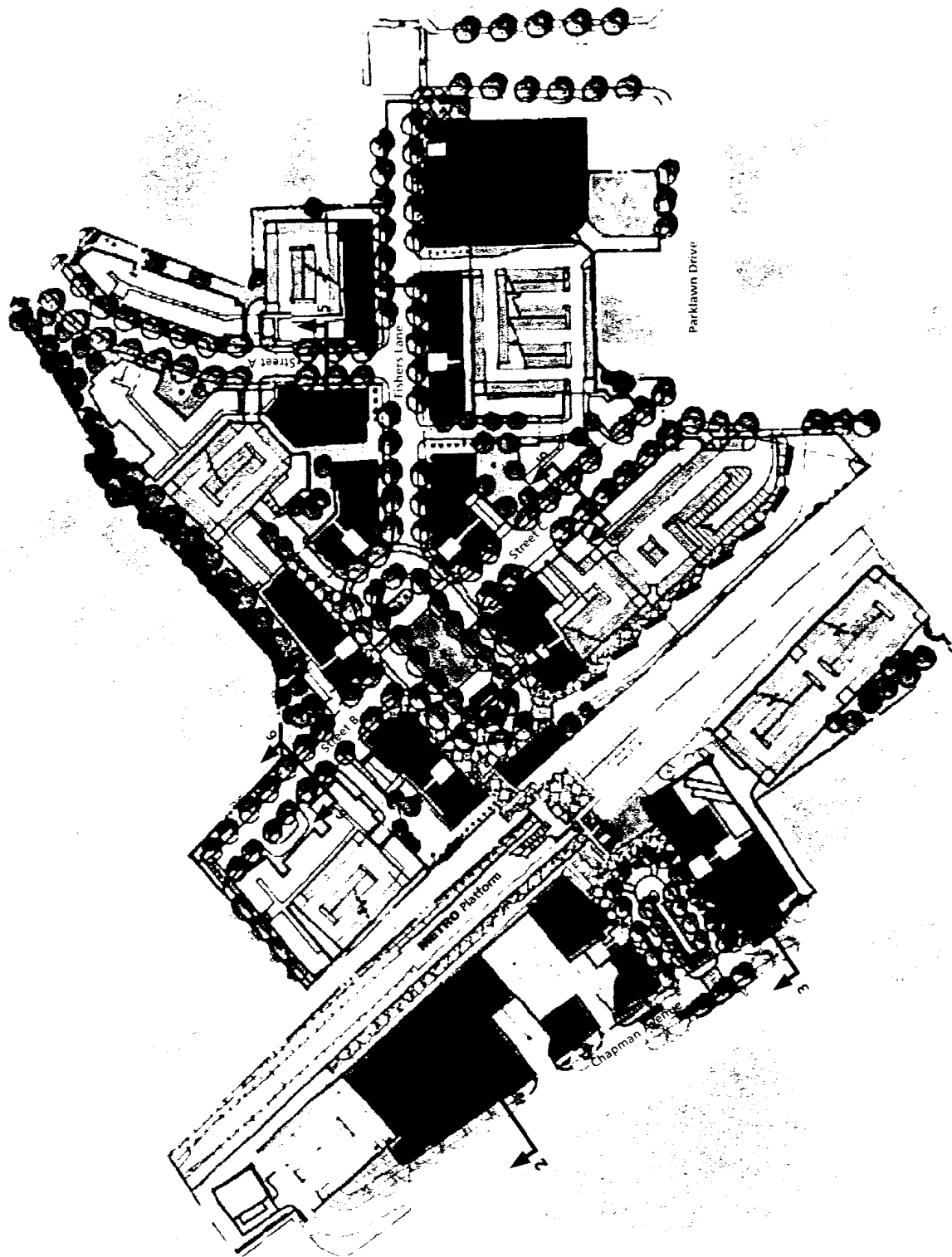


5. Street A

EXHIBIT 5



6. Streets B & C



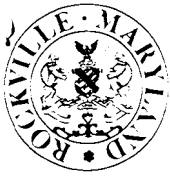
Street Section Key Plan

TWINBROOK COMMONS

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THE JBG COMPANIES, INC.
PORTFOLIOS AND PARTNERS





December 9, 2004

EXHIBIT 6

City of Rockville
111 Maryland Avenue
Rockville, Maryland
20850-2364
www.rockvillemd.gov

Mr. John Kraus
The JBG Companies
4445 Willard Avenue
Chevy Chase, MD 20815

Public Works
240-314-8500
TTY 240-314-8137
FAX 240-314-8539

Subject: Twinbrook Commons Stormwater Management Concept Plan
PDP2004-00009, SMP2005-00022

Dear Mr. Kraus:

Your stormwater management (SWM) concept received on November 30, 2004 for the above referenced site is conditionally approved. This concept plan was previously submitted on January 20, 2004, July 9, 2004, and September 17, 2004. The proposed development on the WMATA Twinbrook METRO site consists of a mixed use of residential, commercial and retail with associated parking on the 26-acre site with an 82-acre contributory drainage area. The site drains into a twin pipe system in Ardennes Avenue that outfalls into a tributary of Rock Creek just east of the intersection of Alsace Lane and Halpine Road.

The SWM concept proposes the following measures for the 26-acre site with an assumed 17.7 impervious acres (not including the adjacent right of way):

1. Overbank Flood Protection (Q_{p10}) and Channel Protection Volume (C_{pv}) will be provided in five underground storage vaults located beneath parking garages throughout the site.
2. Water Quality Volume (WQ_v) shall be provided in various underground structural filtering systems located throughout the site in open areas, drive aisles or beneath garages. The WQ_v storage associated with the filtering systems will be located in the storage vaults beneath the garages. Some WQ_v may also be provided in two potential bioretention sites located in open space.
3. Recharge Volume (Re_v), if feasible, shall be provided in underground pipe systems or beneath the potential bioretention sites. Recharge shall only be required when there is a positive infiltration rate. The total Recharge Volume (Re_v) is based upon the soil specific recharge factor and may be subtracted from the total Water Quality Volume (WQ_v) when it is being treated upstream and separate from main storage vaults.
4. Green roofs may be utilized for commercial buildings. The green roofs will be treated as pervious "green" areas in computations for Runoff Curve Numbers (RCN) and WQ_v .

MAYOR
Larry Giammo

COUNCIL
Robert E. Dorsey
John F. Hall, Jr.
Susan R. Hoffmann
Anne M. Robbins

CITY MANAGER
Scott Ullery

CITY CLERK
Claire F. Funkhouser

CITY ATTORNEY
Paul T. Glasgow

(31)

Mr. John Kraus
The JBG Companies
December 9, 2004
Page 2

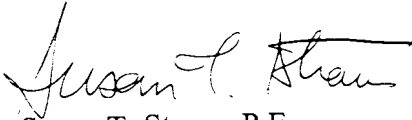
This SWM concept is approved subject to the following conditions, which must be addressed at the detailed engineering stage:

1. Provide safe conveyance of storm flows, including the 100-year storm event. In previous SWM concept submittals, improvements to the twin pipe storm drain located under Halpine Road were identified. Improvements may consist of increasing the pipe size under Halpine Road and reconstruction the outfall stabilization. Details of these improvements and any other safe conveyance issues will be resolved during use permit review and detailed engineering review.
2. All SWM facilities must function under gravity flows. Stormwater shall not be pumped out of SWM facilities in order to provide treatment.
3. The underground Water Quality and Recharge facilities shall not be located beneath the pavement of private roads that function as public roads. These facilities may be located in open space, parking areas, and drive aisles.
4. Complete a 100-year floodplain analysis for review and approval by DPW, including any associated floodplain variance required, according to City code, DPW standards, and the City's Environmental Guidelines.
5. Submit a SWM Easement /Maintenance Agreement signed by the property owners, including WMATA, for review and approval. Approved SWM Easement/Maintenance Agreement must be recorded in the Montgomery County Land Records prior to DPW permit issuance.
6. Submit detailed storm drain and stormwater management plans and computations for approval by DPW. Submit for review and approval the construction estimates, and permit fees associated with the SWM plans. Detailed review of the hydrology and SWM computations will occur at the detailed engineering stage.
7. Post financial security based on the approved construction estimate in a format acceptable to the City Attorney. Approval is coordinated through DPW staff.
8. Submit SMP permit application, permit fees, and SWM Database Sheets associated with the SWM plans for each phase of construction.
9. Provide SWM for each phase of construction. No building permits that allow the creation of impervious area can be issued unless SWM permits have been issued that provide treatment for this area. A SWM concept for specific phases must be submitted for review and approval prior to Use-Permit approval for individual sites within the PDP.

Mr. John Kraus
The JBG Companies
December 9, 2004
Page 3

If you have any questions, please contact John Scabis, Civil Engineer II, of my staff at 240-314-8514.

Sincerely,



Susan T. Straus, P.E.
Chief Engineer/Environment

STS/JS/akm

cc: Jeff Cineiro, Johnson Bernat Associates, Inc.
Deane Melander, Planner III
Mark Wessel, Civil Engineer III
John Scabis, Civil Engineer II-Environment
MCDPS, Rick Brush
Permit Plan
Day File

H:\Files\STRAUS\TwinbrookCommons\SWM\enpt12-9-04.doc

**Twinbrook Commons
Tentative Schedule
March 15, 2005**

ATTACHMENT 2

Staff commences processing use permit application	March 18, 2005
M&C introduction and adoption of ordinance approving Zoning Text Amendment application	April 4, 2005
M&C adoption of resolution approving the PDP	April 4, 2005
M&C adoption of resolution authorizing execution of Annexation Agreement	May 2, 2005
M&C adoption of resolution enlarging corporate boundary	May 2, 2005
M&C introduction of ordinance to amend Zoning Map (to zone annexed property)	May 2, 2005
M&C introduction of ordinance granting sectional map amendment (SMA)	May 2, 2005
M&C adoption of ordinance amending Zoning Map (to zone annexed property)	May 16, 2005
M&C adoption of ordinance granting sectional map amendment (SMA)	May 16, 2005
Planning Commission approval of use permit	May 11, 2005
Annexation becomes effective	June 16, 2005

TRIP REDUCTION AGREEMENT

ATTACHMENT 3

THIS TRIP REDUCTION AGREEMENT ("Agreement") for the Twinbrook Commons development by and among TWINBROOK COMMONS, L.L.C. ("TBC") a _____ limited liability company and the MAYOR AND COUNCIL OF ROCKVILLE, a municipal corporation of the State of Maryland ("City") is effective this ____ day of _____, 2005.

RECITALS

A. TBC is the long-term ground lessee of a certain 26.26 acres of land that comprises the Twinbrook Metro Station located in Rockville, Maryland (the "Property").

B. The Property is bounded by the north by Ardennes Avenue, on the west by Chapman Avenue, on the south by Parklawn Drive and Thompson Avenue, and on the east by Wicomico Avenue and Twinbrook Parkway.

C. The eastern portion of the Property consisting of 16.18 acres is subject to an Annexation Agreement dated _____, 2005 by and among the Washington Metropolitan Area Transit Authority ("WMATA"), TBC and the City, which provides that TBC and the City shall enter into a Trip Reduction Agreement setting forth traffic mitigation goals and implementation measures.

D. TBC filed a Preliminary Development Plan for Twinbrook Commons on October 11, 2004 to accommodate a mixed-use development on the Property. The traffic study that was filed with the Preliminary Development Plan indicated that trip generation rates for the project could be reduced by 35 percent in the AM and 24 percent in the PM (the "Trip Reduction Goals") with the implementation of certain mitigation measures given the Property's proximity to the metro station and the mix of proposed uses.

E. The approved Preliminary Development Plan, approved by Resolution No. ____ provides for the development of 1,595 residential units, 325,000 square feet of office space and 220,000 square feet of retail space.

F. The approved Preliminary Development Plan is, subject to certain conditions, including Condition No. ____ requiring the City and TBC to enter into the Trip Reduction Agreement required by the Annexation Agreement, for the intended purpose of satisfying the Trip Reduction Goals.

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NOW, THEREFORE, in consideration of the Recitals stated above, each of which is made a part of this Agreement, and for other good and valuable consideration, the receipt and sufficiency of which each of the parties to this Agreement acknowledges that the parties agree to the following in compliance with the above requirements:

1. Definitions

a. Full Buildout – the issuance of the shell occupancy permit (or an occupancy permit in the case of a residential building) for the final building within the Twinbrook Commons development

b. One-third Buildout – Issuance of either one-third of the residential occupancy permits, one-third of the non-residential shell occupancy permits, or a combination of residential and non-residential shell occupancy permits that equal one-third of the development.

c. One-Half Buildout - Issuance of either one-half of the residential occupancy permits, one-half of the non-residential shell occupancy permits, or a combination of residential occupancy permits and non-residential shell occupancy permits that equal one-half of the development

2. Commencement Period

The obligations and requirements set forth in this Agreement, except as provided otherwise, shall commence upon the issuance of the first occupancy permit for the first building (excluding parking garages) to be constructed on the Property (the “Commencement Date”).

3. Trip Reduction Goal

Upon final build-out of the Property, TBC will be responsible for meeting the Trip Reduction Goals either by reducing trips from the Property itself or from other properties within the Twinbrook Metro Station Policy Area.

- (a) Full Buildout – The Trip Reduction Goals to be satisfied at Full Buildout are derived based on the following reduction in trips from each proposed use:

Use	Percentage Reduction	
	AM	PM
Retail	15%	15%
Office	50%	30%
Residential	25%	25%

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- (b) One-Half Buildout – TBC shall use its best efforts to achieve 25 percent of the Trip Reduction Goals at One-Half Buildout. The specific number of trips to be removed from the road at One-Half Buildout will depend on the mix of uses, and shall be derived from the information submitted as part of TBC's traffic study conducted at that time.
- (c) Ten Years after the Commencement Date if Full Buildout has not occurred: TBC must use its best efforts, including implementation of additional trip mitigation measures, to achieve 100% of the Trip Reduction goals attributable to actual buildout.

4. Monitoring of Twinbrook Commons Trip Reduction Program

(a) TBC will fund all required traffic-monitoring which shall be conducted by an independent third-party traffic consultant. Results of the monitoring shall be submitted to the City of Rockville every January 1 and July 1 during the duration of the Agreement.

(b) At one-third buildout TBC will commence semi-annual traffic counts and commuter surveys at all garage access points on the Property and elsewhere within the Twinbrook Metro Station Policy Area where components of the Trip Reduction Program have been employed. Such semi-annual monitoring shall continue throughout the life of this Agreement, subject to the provisions for increased monitoring in paragraph 5 below.

5. Mitigation Measures

(a) To achieve the Trip Reduction Goals, TBC will implement and fund the Trip Reduction Program, attached hereto as Exhibit "A".

(a) If at Full Buildout or any time thereafter, TBC fails to meet the Trip Reduction Goals, TBC must:

- (1) Adopt a revised, more aggressive Trip Reduction Program in coordination with DPW, and
- (2) Increase monitoring to quarterly monitoring until Trip Reduction Goals have been met for three (3) consecutive quarters, at which time semi-annual monitoring will resume

(b) It is the intent of the parties that for the life of the Agreement it is TBC's obligation to identify and implement (with City approval) additional mitigation efforts whenever TBC fails to meet the Trip Reduction Goals.

DRAFT

The parties may modify the Trip Reduction Program and/or this Agreement at any time as may be necessary to achieve the Trip Reduction Goals.

6. Participation in City of Rockville Transportation Management District

TBC will participate in, and take actions specified by, programs operated by any existing and/or future City of Rockville Transportation Management District ("TMD").

7. Fees

TBC will pay an annual fee not to exceed .10 per square foot for non-residential development and \$60 per dwelling unit for residential development to fund the Rockville TMD's operating expenses for a period not to exceed twelve years.

8. Montgomery County Development Impact Tax

TBC will pay the development impact tax required by Sections 52-47 et seq., Article VII, Chapter 52 Montgomery County Code 1994 (as amended).

9. Duration

The provisions of this Agreement shall continue in force for thirty (30) years from the Commencement Date.

10. TBC's Obligations

The obligations of TBC under this Agreement shall apply only during the period when it is the fee simple owner or the ground lessee of the Property or any part thereof and only to the land it leases or owns. At such time as Twinbrook Commons, L.L.C. ceases to own a fee simple interest in the Property or any part thereof or ceases to be a ground lessee to all or any part of the Property, the obligations and liabilities thereafter accruing (but not any accrued or unperformed obligations and liabilities) shall be the obligations of TBC's successors and/or assigns, to the extent permitted by law. TBC shall provide notice to the City of TBC's successors and/or assigns.

11. Notices

DRAFT

All Notices and other communications required to be given by any party under this Agreement shall be in writing and shall be deemed duly given by Certified Mail, Returned Receipt Requested, Postage Prepaid, as follows:

- (a) If to Twinbrook Commons, L.L.C.
to: Mr. Rod Lawrence
The JBG Companies
4445 Willard Avenue
Chevy Chase, MD 20815
- with copy to: Patricia Harris, Esq.
Holland & Knight LLP
3 Bethesda Metro Center
Suite 800
Bethesda, MD 20814
- (b) If to the City,
to: City of Rockville
City Attorney's Office
Sondra Block, Esquire
111 Maryland Avenue
Rockville, MD 20850

12. Entire Agreement. This Agreement constitutes the entire agreement between the parties and no party is liable to the other or bound in any manner by express or implied warranties, guarantees, promises, statements or representations pertaining to the subject matter hereof unless such warranties, guarantees, promises, statements or representations are expressly and specifically set forth in this Agreement.

13. Counterparts. This Agreement may be executed simultaneously in any number of counterparts, each of which shall be deemed an original but all of which shall constitute one and the same Agreement.

14. Amendments/Modifications. This Agreement can be modified only in writing signed by all the parties hereto, their heirs, successors, assigns or their designees hereunder. Amendments which are deemed by any party to materially alter the Agreement and which are inconsistent with the requirements of the PDP Approval, Exhibit "A", must be approved by the Mayor and Council.

15. Governing Law. This Agreement shall be governed and construed in accordance with the laws of the City of Rockville and State of Maryland.

DRAFT

16. Severability. If any term or provision of this Agreement or its applications to any person or circumstance shall, to any extent, be invalid or unenforceable, the remaining terms and provisions of this Agreement, or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected, and each term and provision of this Agreement shall be valid and enforced to the fullest extent permitted by law.

IN WITNESS WHEREOF, TBC and the City of Rockville Mayor and Council have entered into this Agreement on the day and year first written above.

[SIGNATURE PAGES FOLLOW]

DRAFT

ATTEST/WITNESS:

Twinbrook Commons, L.L.C.

BY:

DRAFT

STATE OF

*

*

to wit:

*

COUNTY OF

I HEREBY CERTIFY that on this ____ day of _____, 2005, before me, a Notary Public in and for the State and County aforesaid, personally appeared _____ and that such corporate officer, being authorized to do so, executed the forgoing and annexed instrument for the purposes therein contained by signing the name of the said corporation, as a member of the limited partnership.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

Notary Public

My Commission Expires: _____

[NOTARIAL SEAL]

DRAFT

MAYOR AND COUNCIL OF ROCKVILLE

By: _____ (SEAL)
Scott Ullery
City Manager

DRAFT

COUNTY OF:

STATE OF:

I HEREBY CERTIFY that on this ____ day of _____, 2005, before me, the undersigned, a Notary Public in the jurisdiction aforesaid, personally appeared Scott Ullery, who acknowledged himself to be the City Manager of the Mayor and Council of Rockville, a municipal corporation, and that he, as City Manager being authorized so to do, executed the foregoing instrument on behalf of the corporation for the purposes therein contained, by signing the name of the Mayor and Council by himself as City Manager.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

Notary Public

My Commission Expires: _____

[NOTARIAL SEAL]

DRAFT

ATTORNEY'S CERTIFICATE

I HEREBY CERTIFY that this Agreement was prepared under my supervision, and that I am an attorney duly admitted to practice before the Court of Appeals of Maryland.

Patricia A. Harris

Updated DRAFT
3/31/05

EXHIBIT "A"

Twinbrook Commons Trip Reduction Program

TWINBROOK COMMONS
TRIP REDUCTION PROGRAM

Overview

The Twinbrook Commons development project encompasses the 26-acre east and west sides of the Twinbrook Metro Station. The proposed development of the entire project will include, when completed, 1,595 multi-family residential units, a maximum of 325,000 square feet of office space, and 220,000 square feet of retail space. Twinbrook Commons will be developed by Twinbrook Commons, LLC (an affiliate of The JBG Companies) ("TBC") in conjunction with WMATA pursuant to the WMATA Joint Development Agreement.

In accordance with the City of Rockville Preliminary Development Plan approval, the Twinbrook Commons project is subject to the goal to significantly reduce the total peak hour trip generation potential of the development.

The potential for vehicle trip reductions are significant due to: (1) the proximity of the Twinbrook Metro Station, which provides alternate modes of travel; (2) the synergy of uses planned on the site and in the immediate vicinity including, office, residential, and retail that will internalize site trips and promote a "live where you work" dynamic; and (3) trip reduction measures provided by the project. In order to achieve and maintain a goal of 35 percent AM peak period and 24 percent PM peak period reduction in vehicle trips to and from the property, defined as the Trip Reduction Goals and as stated in the Trip Reduction Agreement, a comprehensive trip reduction program is recommended. A trip reduction program is the establishment of measures to influence travel behavior by mode, frequency, time, route, or trip length in order to achieve a maximally efficient use of transportation facilities. In an effort to achieve the Trip Reduction Goals, TBC may implement certain mitigation programs within the adjacent Fishers Place development, which is controlled by The JBG Companies.

The following presents the suggested trip reduction program for the Twinbrook Commons project. It includes descriptions for each of the elements that could comprise the trip reduction program. As the project is developed and occupied, modifications and additions to this trip reduction program may be considered and approved by the City of Rockville.

DRAFT

Trip Reduction Program

The trip reduction program includes, but is not limited to, the following elements:

- I. Education and Information
- II. Parking Management
- III. On-Site Construction
- IV. Commuter Assistance Programs

I. Education and Information

A. Transportation Coordinator. Twinbrook Commons LLC will engage a transportation coordinator at their own cost, in addition to the TDM fees paid to the City. The Transportation Coordinator who will be the primary point of contact and will be responsible for coordinating, monitoring and completing the trip reduction obligations on behalf of the Applicant. The coordinators duties will include, but not be limited to the following:

- 1. The Transportation Coordinator will participate in any existing or future City of Rockville Transportation Management District (TMD).
- 2. The Transportation Coordinator will maintain displays of printed rideshare marketing materials or an electronic display with direct links to the City, County and WMATA web pages in each office building and in the residential buildings, and/or in the transit resource center.
- 3. The Transportation Coordinator will distribute to new tenants and residents materials that include site-specific transit-related information to include transit schedules, stop locations, and fares, and will promote the Twinbrook Metro Station in all promotional materials and advertisements for the property.
- 4. The Transportation Coordinator will also implement a transit-advertising program that will be distributed four times per year to all existing and new Twinbrook Commons commercial tenants. This will provide information about transit/ridesharing opportunities so that new employees will be informed of the transit options available on site.

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5. The Transportation Coordinator will coordinate participation in Ozone Action Days and other regionally sponsored clean air programs.
6. The Transportation Coordinator will develop and maintain a "transportation information" section within the Twinbrook Commons website. The website will include a transportation section that provides details of the current Twinbrook TDM programs with links to; www.WMATA.com; www.nbtcc.org; www.mta.com; www.rideonbus.com; www.commuterconnections.com and other commuter assistance websites.
7. The Transportation Coordinator will perform and assist the City with the performance monitoring data collection, including annual surveys of riders on mode choice, origin and destination, and approximate frequency of ridership on different modes.
8. All office tenants at Fishers Place (a neighboring JBG controlled office complex) will be provided information and special pre-leasing opportunities regarding the housing and retail shopping opportunities at Twinbrook Commons.

II. Parking Management

A parking management plan will be prepared by the Transportation Coordinator and submitted to the City for review and approval. The plan will include a description of the visitor, employee, and retail parking management strategies. These strategies will include, but will not be limited to, the following:

- A. Reserved carpool spaces. The owner/parking operator will reserve parking spaces in each parking garage associated with the office and retail space for registered carpools (2 or more occupants per vehicle). These spaces will be conveniently located with respect to the elevators and garage entrances. It is the intent of TBC that as many carpool spaces as are needed will be provided in each garage.
- B. Market rate SOV parking. Monthly parking rates for single occupant vehicles (SOV) will be consistent with parking rates associated with office buildings located in comparable markets.

DRAFT

- C. Reserved free vanpool parking. Registered vanpool parking spaces will be reserved in each parking garage associated with the office buildings. These spaces will be conveniently located with respect to elevators.
- D. Provide reserved spaces in each parking garage, including residential garages for a car-sharing program. This program offers to transit and rideshare users and residents an “on demand” car rental, providing access to a vehicle on short notice, (i.e. for the unexpected meeting out of the office, or for the family that chooses to own one or no vehicle).
- E. Reduced rate parking for residents (reduction for one space per family) employed within Twinbrook Commons or Fishers Place.

III. On-site construction

To encourage alternate modes of transportation and internal site trips Twinbrook Commons will provide the following:

- A. A Transit Resource Center, to include real-time information kiosk(s), bus schedules and route maps, Metro maps, shower facilities for bicycle commuters. The Center will be approximately 2000 square feet, with at least eight seats to accommodate riders waiting for transit. The Center will be located within 150 feet of the metro station entrance on the east side of Twinbrook Commons.
- B. Class I bicycle storage facilities on-site for the office and residential tenants and will provide Class II bike racks for retail customers. Class I bicycle parking is generally for long-term parking, requires a high degree of security and weather protection, and generally consists of lockers or storage rooms, or fenced areas with restricted access. Class II bicycle parking refers to short-term parking, requires a high degree of convenience (i.e., close to activity centers), and generally consists of bike racks.
- C. Two on-site taxi loading/waiting zones.
- D. Accessible pickup/drop-off/waiting areas for para-transit vehicles with accessible pathway, sufficient space to load and unload wheelchairs from vans, and appropriate signage.
- E. On-site business center(s) to serve all the residents. The center(s) will be maintained by the respective building management and will include, at a minimum, copiers, fax machines, and computers with internet access. The center will be available for any resident of Twinbrook Commons who

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chooses to work from home.

F. A property concierge service, available through the property management office or Transit Resource Center, to provide a taxi hotline or phone available to call cabs, site-specific transit schedules and information, and the sale of transit passes to residents, employees, and visitors. This may also include an internal concierge service to provide residents and tenants alike, pick-up and delivery of goods and services offered within the complex (i.e. dry cleaning, printing, groceries, etc).

G. Real Time transit signs fully installed and operational in two bus shelters within the Twinbrook policy area.

IV. Commuter Assistance Program

A. Tenant lease agreements will include a provision authorizing TBC to require that non-residential tenants undertake traffic mitigation strategies which may include, but are not limited to the following, in the event that monitoring of the site traffic indicates that the site trips do not meet the Trip Reduction Goals:

1. Monthly subsidies to employees (Super fare share and/or MetroCheck).
2. Transit passes/tokens offered at work site (at full or reduced price).
3. Pretax payroll deduction for transit costs for employees.
4. Carpool matching for employees.
5. Alternate work schedules, including flex time, compressed workweek, telecommuting/teleworking and job sharing.
6. Parking cash-out for retail and office uses to provide commuters the cash equivalent of subsidized parking if they use alternative modes of transportation.

Summary

The trip reduction program presented above is designed to influence travel behavior of the Twinbrook residents, employees, patrons and visitors to achieve a maximally efficient use of transportation facilities. It is further designed to reduce peak hour employee and resident vehicle-trips, reduce parking demand, and

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promote ridesharing and transit use. The combination of the elements listed above, coupled with the close proximity to Metro and the mix of uses on the site and the adjacent Fishers Place, aims to achieve the required Trip Reduction Goals within the development area.

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TRIP REDUCTION AGREEMENT

THIS TRIP REDUCTION AGREEMENT ("Agreement") for the Twinbrook Commons development by and among TWINBROOK COMMONS, L.L.C. ("TBC") a _____ limited liability company and the MAYOR AND COUNCIL OF ROCKVILLE, a municipal corporation of the State of Maryland ("City") is effective this ____ day of _____, 2005.

RECITALS

A. TBC is the long-term ground lessee of a certain 26.26 acres of land that comprises the Twinbrook Metro Station located in Rockville, Maryland (the "Property").

B. The Property is bounded by the north by Ardennes Avenue, on the west by Chapman Avenue, on the south by Parklawn Drive and Thompson Avenue, and on the east by Wicomico Avenue and Twinbrook Parkway.

C. The eastern portion of the Property consisting of 16.18 acres is subject to an Annexation Agreement dated _____, 2005 by and among the Washington Metropolitan Area Transit Authority ("WMATA"), TBC and the City, which provides that TBC and the City shall enter into a Trip Reduction Agreement setting forth traffic mitigation goals and implementation measures.

D. TBC filed a Preliminary Development Plan for Twinbrook Commons on October 11, 2004 to accommodate a mixed-use development on the Property. The traffic study that was filed with the Preliminary Development Plan indicated that trip generation rates for the project could be reduced by 35 percent in the AM and 24 percent in the PM (the "Trip Reduction Goals") with the implementation of certain mitigation measures given the Property's proximity to the metro station and the mix of proposed uses.

E. The approved Preliminary Development Plan, approved by Resolution No. ____ provides for the development of 1,595 residential units, 325,000 square feet of office space and 220,000 square feet of retail space.

F. The approved Preliminary Development Plan is, subject to certain conditions, including Condition No. ____ requiring the City and TBC to enter into the Trip Reduction Agreement required by the Annexation Agreement, for the intended purpose of satisfying the Trip Reduction Goals.

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NOW, THEREFORE, in consideration of the Recitals stated above, each of which is made a part of this Agreement, and for other good and valuable consideration, the receipt and sufficiency of which each of the parties to this Agreement acknowledges that the parties agree to the following in compliance with the above requirements:

1. Definitions

a. Full Buildout – the issuance of the shell occupancy permit (or an occupancy permit in the case of a residential building) for the final building within the Twinbrook Commons development

b. One-third Buildout – Issuance of either one-third of the residential occupancy permits, one-third of the non-residential shell occupancy permits, or a combination of residential and non-residential shell occupancy permits that equal one-third of the development.

c. One-Half Buildout - Issuance of either one-half of the residential occupancy permits, one-half of the non-residential shell occupancy permits, or a combination of residential occupancy permits and non-residential shell occupancy permits that equal one-half of the development

2. Commencement Period

The obligations and requirements set forth in this Agreement, except as provided otherwise, shall commence upon the issuance of the first occupancy permit for the first building (excluding parking garages) to be constructed on the Property (the “Commencement Date”).

3. Trip Reduction Goal

Upon final build-out of the Property, TBC will be responsible for meeting the Trip Reduction Goals either by reducing trips from the Property itself or from other properties within the Twinbrook Metro Station Policy Area.

- (a) Full Buildout – The Trip Reduction Goals to be satisfied at Full Buildout are derived based on the following reduction in trips from each proposed use:

Use	Percentage Reduction	
	AM	PM
Retail	15%	15%
Office	50%	30%
Residential	25%	25%

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- (b) One-Half Buildout – TBC shall use its best efforts to achieve 25 percent of the Trip Reduction Goals at One-Half Buildout. The specific number of trips to be removed from the road at One-Half Buildout will depend on the mix of uses, and shall be derived from the information submitted as part of TBC's traffic study conducted at that time.
- (c) Ten Years after the Commencement Date if Full Buildout has not occurred: TBC must use its best efforts, including implementation of additional trip mitigation measures, to achieve 100% of the Trip Reduction goals attributable to actual buildout.

4. Monitoring of Twinbrook Commons Trip Reduction Program

(a) TBC will fund all required traffic-monitoring which shall be conducted by an independent third-party traffic consultant. Results of the monitoring shall be submitted to the City of Rockville every January 1 and July 1 during the duration of the Agreement.

(b) At one-third buildout TBC will commence semi-annual traffic counts and commuter surveys at all garage access points on the Property and elsewhere within the Twinbrook Metro Station Policy Area where components of the Trip Reduction Program have been employed. Such semi-annual monitoring shall continue throughout the life of this Agreement, subject to the provisions for increased monitoring in paragraph 5 below.

5. Mitigation Measures

(a) To achieve the Trip Reduction Goals, TBC will implement and fund the Trip Reduction Program, attached hereto as Exhibit "A".

(a) If at Full Buildout or any time thereafter, TBC fails to meet the Trip Reduction Goals, TBC must:

- (1) Adopt a revised, more aggressive Trip Reduction Program in coordination with DPW, and
- (2) Increase monitoring to quarterly monitoring until Trip Reduction Goals have been met for three (3) consecutive quarters, at which time semi-annual monitoring will resume

(b) It is the intent of the parties that for the life of the Agreement it is TBC's obligation to identify and implement (with City approval) additional mitigation efforts whenever TBC fails to meet the Trip Reduction Goals.

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The parties may modify the Trip Reduction Program and/or this Agreement at any time as may be necessary to achieve the Trip Reduction Goals.

6. Participation in City of Rockville Transportation Management District

TBC will participate in, and take actions specified by, programs operated by any existing and/or future City of Rockville Transportation Management District ("TMD").

7. Fees

TBC will pay an annual fee not to exceed .10 per square foot for non-residential development and \$60 per dwelling unit for residential development to fund the Rockville TMD's operating expenses for a period not to exceed twelve years.

8. Montgomery County Development Impact Tax

TBC will pay the development impact tax required by Sections 52-47 et seq., Article VII, Chapter 52 Montgomery County Code 1994 (as amended).

9. Duration

The provisions of this Agreement shall continue in force for thirty (30) years from the Commencement Date.

10. TBC's Obligations

The obligations of TBC under this Agreement shall apply only during the period when it is the fee simple owner or the ground lessee of the Property or any part thereof and only to the land it leases or owns. At such time as Twinbrook Commons, L.L.C. ceases to own a fee simple interest in the Property or any part thereof or ceases to be a ground lessee to all or any part of the Property, the obligations and liabilities thereafter accruing (but not any accrued or unperformed obligations and liabilities) shall be the obligations of TBC's successors and/or assigns, to the extent permitted by law. TBC shall provide notice to the City of TBC's successors and/or assigns.

11. Notices

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All Notices and other communications required to be given by any party under this Agreement shall be in writing and shall be deemed duly given by Certified Mail, Returned Receipt Requested, Postage Prepaid, as follows:

(a) If to Twinbrook Commons, L.L.C.

to: Mr. Rod Lawrence
The JBG Companies
4445 Willard Avenue
Chevy Chase, MD 20815

with copy to:

Patricia Harris, Esq.
Holland & Knight LLP
3 Bethesda Metro Center
Suite 800
Bethesda, MD 20814

(b) If to the City,

to: City of Rockville
City Attorney's Office
Sondra Block, Esquire
111 Maryland Avenue
Rockville, MD 20850

12. Entire Agreement. This Agreement constitutes the entire agreement between the parties and no party is liable to the other or bound in any manner by express or implied warranties, guarantees, promises, statements or representations pertaining to the subject matter hereof unless such warranties, guarantees, promises, statements or representations are expressly and specifically set forth in this Agreement.

13. Counterparts. This Agreement may be executed simultaneously in any number of counterparts, each of which shall be deemed an original but all of which shall constitute one and the same Agreement.

14. Amendments/Modifications. This Agreement can be modified only in writing signed by all the parties hereto, their heirs, successors, assigns or their designees hereunder. Amendments which are deemed by any party to materially alter the Agreement and which are inconsistent with the requirements of the PDP Approval, Exhibit "A", must be approved by the Mayor and Council.

15. Governing Law. This Agreement shall be governed and construed in accordance with the laws of the City of Rockville and State of Maryland.

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16. Severability. If any term or provision of this Agreement or its applications to any person or circumstance shall, to any extent, be invalid or unenforceable, the remaining terms and provisions of this Agreement, or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected, and each term and provision of this Agreement shall be valid and enforced to the fullest extent permitted by law.

IN WITNESS WHEREOF, TBC and the City of Rockville Mayor and Council have entered into this Agreement on the day and year first written above.

[SIGNATURE PAGES FOLLOW]

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ATTEST/WITNESS:

Twinbrook Commons, L.L.C.

BY:

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STATE OF

*

*

to wit:

*

COUNTY OF

I HEREBY CERTIFY that on this ____ day of _____, 2005, before me, a Notary Public in and for the State and County aforesaid, personally appeared _____ and that such corporate officer, being authorized to do so, executed the forgoing and annexed instrument for the purposes therein contained by signing the name of the said corporation, as a member of the limited partnership.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

Notary Public

My Commission Expires: _____

[NOTARIAL SEAL]

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MAYOR AND COUNCIL OF ROCKVILLE

By: _____ (SEAL)
Scott Ullery
City Manager

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COUNTY OF:

STATE OF:

I HEREBY CERTIFY that on this ____ day of _____, 2005, before me, the undersigned, a Notary Public in the jurisdiction aforesaid, personally appeared Scott Ullery, who acknowledged himself to be the City Manager of the Mayor and Council of Rockville, a municipal corporation, and that he, as City Manager being authorized so to do, executed the foregoing instrument on behalf of the corporation for the purposes therein contained, by signing the name of the Mayor and Council by himself as City Manager.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

Notary Public

My Commission Expires: _____

[NOTARIAL SEAL]